

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Joseph Varvaro,

Plaintiff,

7:18-cv-06247-CS

-against-

GNS SERVICE PRO D/B/A USA SERVICE STATION AND
SOKOL "GENE" MJESHTRI,

**Plaintiff Answer to
Counterclaims**

Defendants.

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Plaintiff, Joseph Varvaro, by and through his attorney, Jordan El-Hag, Esq., hereby responds to the above-captioned Defendants' counterclaims as follows:

191. As this paragraph asserts a general reaffirmation of every allegation in the Answer, and only a response to the counterclaim allegations is required, a single response is not possible. Accordingly, Plaintiff denies the allegations set forth in this paragraph.
192. This paragraph asserts a legal conclusion to which no response is required.
193. This paragraph asserts a legal conclusion to which no response is required.
194. This paragraph asserts a legal conclusion to which no response is required.
195. Deny.
196. Deny.
197. This paragraph asserts a legal conclusion to which no response is required.
198. Deny.
199. Deny.
200. This paragraph asserts a legal conclusion to which no response is required.
201. This paragraph asserts a legal conclusion to which no response is required.

AFFIRMATIVE DEFENSES

**FIRST AFFIRMATIVE DEFENSE
AMOUNT IN CONTROVERSY**

1. To the extent the Defendants loaned Plaintiff money, the amount in controversy is disputed.

**SECOND AFFIRMATIVE DEFENSE
JURISDICTION**

2. This Court lacks subject matter jurisdiction over Defendants' counterclaim.

**THIRD AFFIRMATIVE DEFENSE
OFFSET**

3. If Plaintiff owes Defendants any money, such amounts are offset by any unpaid and lost wages to which Plaintiff is owed.

**FOURTH AFFIRMATIVE DEFENSE
PREVENTION OF PERFORMANCE**

4. Defendants unlawfully withheld Plaintiff's work tools and thereby prevented Plaintiff from securing gainful employment to repay any alleged loan.

**FIFTH AFFIRMATIVE DEFENSE
FRUSTRATION OF PURPOSE/BREACH OF CONTRACT**

5. A condition to any alleged loan repayment was Plaintiff's ongoing employment with Defendants. When the Defendants terminated Plaintiff's employment, they relieved Plaintiff of his obligation to repay any such loan.

**FIFTH AFFIRMATIVE DEFENSE
ATTORNEY FEES ARE NOT RECOVERABLE**

6. There is no agreement between the parties to award attorney fees or costs to a prevailing party concerning any alleged loan. As such Defendants cannot recover attorney fees.

El-Hag & Associates, P.C

By:


Jordan El-Hag, Esq.
Attorney for Plaintiff
777 Westchester Ave., Suite 101
White Plains, N.Y 10604
(914) 218-6190 (o)
(914) 206-4176 (f)
Jordan@elhaglaw.com